

# 4737  
PERSONAL SERVICES CONTRACT

NEW CONTRACT



EXTENSION OF CONTRACT

MONEY



TIME



NAME OF CONTRACTOR: Mayor's Office of Jobs and Community Services (OJCS)

SCOPE OF SERVICES: To provide contract compliance monitoring services to the Authority, particularly:

- monitoring services for all development projects for which it is required that the developer submit a development impact project plan to assure compliance with the requirements of the Jobs Policy and the Mayor's Fair Employment Commission initiative.
- OJCS shall provide monthly monitoring reports.
- all determinations of compliance or non-compliance shall be forwarded to the Authority.

TERMS OF CONTRACT: One Year

AMOUNT OF CONTRACT: \$150,000

FUNDING: City Planning Funds

VOTED: That the Director be, and hereby is, authorized to enter into a contract with the Mayor's Office of Jobs and Community Services for a one-year period for the purpose of assisting the Authority with contract compliance monitoring, as outlined in the attached agreement. Total contract amount is not to exceed \$150,000, provided that a report be submitted every ninety days outlining the specific use of the money, namely who receives the money, how the money is spent, and the progress of the Office of Jobs and Community Services.

Personnel # 6 - Contract - Mayor's Office of Jobs and Community Services - April 3, 1986

BOSTON RESIDENTS JOBS POLICY AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

CITY OF BOSTON

This Agreement is made this       day of       1986, by and between the City of Boston, a Massachusetts municipal corporation (hereinafter referred to as the "City"), acting by and through the Mayor's Office of Jobs and Community Services (hereinafter referred to as the "OJCS"), and the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws (hereinafter referred to as the "Authority"), both of which shall hereinafter be referred to collectively as the "Parties".

WHEREAS, the Parties have been working jointly on the implementation of the Boston Residents Jobs Policy, established by City Ordinance, October 13, 1983, and whereas, the Mayor has affected an Executive Order, extending the scope of this Jobs Policy, effective July 12, 1985;

WHEREAS, the Executive Order has established the necessity for all development projects for which it is required that the developer submit a Development Impact Project Plan (DIPP) to the Authority, that the developer also submit an employment plan, which will outline the steps taken by the developer to comply with the requirements of the Boston Residents Jobs Policy;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Authority hereby agrees as follows:



1. Project Services by the OJCS

- a. The OJCS shall provide such services deemed by the Authority to be necessary or desirable to cause the Executive Order to be effectively implemented and monitored for compliance with the requirements therein.
- b. Such services shall include monthly reports on each monitored project. The procedure for the monitoring of such projects shall be developed by OJCS.
- c. OJCS shall develop the format for the employment plan and assist the Authority in the development said plans.
- d. OJCS shall have the authority to approve employment plans.
- e. OJCS shall make determinations of compliance with the Mayor's Executive Order and Boston's Jobs Ordinance. Said determinations shall be based on an analysis of compliance with both the numerical goals of fifty percent Boston residents, twenty-five percent minority, and ten percent women and best efforts to carry out the approved employment plan.
- f. OJCS shall forward all determinations of compliance to the Authority.

2. Funding

The Authority will provide a payment to the OJCS of a sum not to exceed \$150,000. Funding from the Authority will be used solely to defray expenses incurred in the provision of the services referred herein.

3. Amount, Time and Manner of Payment

- a. The OJCS, on or before the last day of each month, shall furnish the Authority with a monthly financial statement which shall be prepared as to accurately reflect its receipts, credits, disbursements, and incurred expenses.
- b. The Authority shall provide funds to the OJCS in three (3) equal sums to be distributed throughout the year, the first payment to be made upon execution of this contraction; the second, upon the promulgation of procedures or regulations by the OJCS pertaining to the employment plan; and the making of findings of compliance.
- c. It is understood and agreed that any Authority-provided funds remaining unused at the expiration or termination of this contract held either by the OJCS or the Authority, will revert automatically to the Authority.

4. Assignment

The City shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent to the Authority.

5. Severability

Each and every covenant and agreement contained in this Transfer Agreement is and shall be construed to be separate and independent covenant and agreement. If any term or provision herein or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement of the application of such term or provision to persons or circumstances other than



those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

6. Findings

All of the reports, information, data, etc., prepared or assembled by the OJCS under this contract shall be made available upon request to the Authority.

7. Period of Performance

The period of performance for this Agreement shall be from \_\_\_\_\_, 1986, through \_\_\_\_\_, 1987.

8. Amendment

This Transfer Agreement may be amended only by a written agreement executed by the City and the BRA.

BOSTON REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Stephen Coyle, Director

CITY OF BOSTON - MAYOR'S OFFICE  
OF JOBS AND COMMUNITY SERVICES

By: \_\_\_\_\_  
Kristen McCormack, Director

